

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

LEAH HARRIS, on behalf of her sons, T.H.  
and D.H.; and TARA BEHL, on behalf of  
her son, T.N.,

Civil File No. 23-2384 (ADM/DLM)

Plaintiffs,

v.

RICHFIELD PUBLIC SCHOOLS; STEVEN  
UNOWSKY, Superintendent, in his personal  
capacity, STACY THEIEN-COLLINS,  
Principal, in her personal capacity;  
STEVEN FLUCAS, Assistant Principal, in his  
personal capacity; CARRIE VALA, Assistant  
Principal, in her personal capacity; and  
MICHAEL HARRIS, Teacher on Special  
Assignment, in his personal capacity,

**MOTION TO  
APPROVE MINOR SETTLEMENT  
AND DISMISS CLAIMS**

Defendants.

Minor Plaintiffs T.H. and D.H. by and through their parent, Leah Harris, and T. N. by and through his parent, Tara Behl, hereby move the Court to approve the proposed settlement, distribution of proceeds, and release of all claims pursuant to LR 7.1.

**BACKGROUND**

Minor plaintiffs T.H. and D.H. were born on March 5, 2007 and are African- and Asian-American students attending Richfield High School. T.N. was born on October 25, 2005 and is a student with a disability also attending Richfield High School. As a result of a shooting that took place September 23, 2022, Defendants suspended the minor Plaintiffs for three days for insubordination and required them to submit to daily searches and disciplinary restrictions in

order to return to Richfield High School. The minor Plaintiffs were not involved in any manner with the shooting and objected to the searches and restrictions as an unconstitutional.

Defendants continued to search and restrict T.H. and D.H. until January 2023. Plaintiff Behl did not permit T.N. to attend school until the searches and restrictions were lifted for him in April 2023. Once the searches and restrictions were lifted, Defendants continued to follow the minor plaintiffs during the school day.

Plaintiffs brought a cause of action on August 7, 2023. The complaint was comprised of five separate causes of action: 1) Unlawful searches under the Fourth Amendment and § 1983; 2) denial of due process and equal protection under the Fourteenth Amendment and § 1983; 3) racial discrimination under Title VI of the Civil Rights Act; 4) disability discrimination under the Americans with Disabilities Act and Section 504 of the Rehabilitation Act; and 5) failure to disclose public data under the Minnesota Government Data Practices Act.

The parties were ordered to participate in a mandatory settlement conference held on July 11, 2024 with the Magistrate Judge Douglas L. Micko. After the conference concluded, the parties continued to discuss settlement. The parties reached the amounts for settlement after several rounds of offers and counter-offers. A settlement was reached and on July 29, 2024 the Settlement Agreement and Release of Claims was signed by all parties. *Attachment A*.

Plaintiffs believe the settlement amounts are fair and reasonable and in the best interests of the student Plaintiffs in light of the challenges and risks associated with trying this case to completion.

There is no collateral source(s) for covering any part of the claims and no subrogation rights have been asserted.

Plaintiff Harris will deposit the proceeds into a minor trust account to be monitored by the Court along with a copy of the Order Approving Minor Settlement at My Credit Union 4025 West Old Shakopee Road, Bloomington Minnesota 55431. The proceeds will be distributed to Plaintiffs T.H. and D.H. upon reaching the age of majority on March 5, 2025.

Plaintiff T.N. reached the age of majority on October 25, 2023 after this case was initiated. Consequently, the proceeds will be dispersed directly to Plaintiff T.N.

#### **REPRESENTATION OF MINORS**

Plaintiffs were represented by Margaret O’Sullivan Kane with Kane Education Law, LLC. through a contingency/fee reimbursement basis which grants Kane Education Law, LLC one-third of the settlement proceeds. *Declaration of Margaret O’Sullivan Kane.*

#### **DISTRIBUTION OF FUNDS**

The Plaintiffs propose the following distribution of the proceeds from Kane Education Law, LLC totaling Three Hundred Thousand Dollars and no/00 (\$300,000.00) as follows:

Minor Plaintiff T.H.	\$66,666.67
Minor Plaintiff D.H.	\$66,666.67
Plaintiff T.N.	\$66,666.67
Kane Education Law, LLC	\$100,000.00

#### **STIPULATION FOR DISMISSAL**

The Plaintiffs request that the Court, upon approving the minor settlement, adopt the parties’ Stipulation for Dismissal and dismiss the outstanding claims accordingly. *Attachment B.*

**CONCLUSION**

For the reasons stated above, Plaintiffs move the Court for its approval of the settlement agreement and release and distribution of proceeds. The Plaintiffs further ask the Court to adopt the parties' Stipulation and dismiss the outstanding claims accordingly.

KANE EDUCATION LAW, LLC

DATE: August 8, 2024

/s/ Margaret O'Sullivan Kane  
Margaret O'Sullivan Kane/ID # 220243  
1041 Grand Avenue  
Suite 263  
Saint Paul, Minnesota 55105  
Tel. 651.222.8611  
mkane@kaneeducationlaw.com

Attorney for Plaintiffs

**VERIFICATION**

I verify that I have read the foregoing Motion to Approve Minor Settlement, and that all of the facts and statements made therein are true and correct to the best of my knowledge, as to the attached documents they are true and correct copies, and as to those facts stated on information and belief, I also believe them to be true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Leah Harris

Subscribed and sworn to before me  
this \_\_\_\_ day of August, 2024.

\_\_\_\_\_  
Notary

**VERIFICATION**

I verify that I have read the foregoing Motion to Approve Minor Settlement, and that all of the facts and statements made therein are true and correct to the best of my knowledge, as to the

attached documents they are true and correct copies, and as to those facts stated on information and belief, I also believe them to be true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tara Behl

Subscribed and sworn to before me  
this \_\_\_\_ day of August, 2024.

\_\_\_\_\_  
Notary

**VERIFICATION**

I verify that I have read the foregoing Motion to Approve Minor Settlement, and that all of the facts and statements made therein are true and correct to the best of my knowledge, as to the attached documents they are true and correct copies, and as to those facts stated on information and belief, I also believe them to be true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tony Nelson

Subscribed and sworn to before me  
this \_\_\_\_ day of August, 2024.

\_\_\_\_\_  
Notary